

CITY OF ALBUQUERQUE
ALBUQUERQUE, NEW MEXICO
PURCHASING DEPARTMENT

INTER-OFFICE CORRESPONDENCE

REF. NO.: SPD2006-070-SB

MASTER RESOLUTION

MARCH 21, 2006

TO: JOHN J. VIGIL, ACTING PURCHASING OFFICER
FROM: SUZANNE BOEHLAND, SENIOR BUYER
SUBJECT: JOHN DEERE 310SG
DEPARTMENT: VARIOUS

PURSUANT TO THE AUTHORITY CONTAINED IN SECTION 5-5-10-G-1-A-3 AND APPROVAL PROCEDURES OUTLINED IN SECTION 19-C OF THE PUBLIC PURCHASES ORDINANCE, AUTHORIZATION IS HEREBY REQUESTED FOR THE FOLLOWING:

DESCRIPTION

AMOUNT

JOHN DEERE 310SG BACKHOE FRONT END LOADER

INITIATING REQUISITION IS P49916 FROM WATER UTILITY DEPARTMENT FOR \$68,900.00

VENDOR: TOM GROWNEY EQUIPMENT
ATTN: GARY GREENE
2301 CANDELARIA ROAD NE
ALBUQUERQUE, NM 87107
(505) 884-2900

UNDER SPD CONTRACT NO. VALENCIA COUNTY BID 579

EFFECTIVE 6/17/2005 THROUGH 6/17/2006

JUSTIFICATION: TOM GROWNEY EQUIPMENT WAS AWARDED THE ABOVE MENTIONED CONTRACT.

APPROVED:


JOHN J. VIGIL
ACTING PURCHASING OFFICER

3/23/2006
(DATE)

VALENCIA COUN. /
P.O. BOX 1505
LOS LUNAS, NEW MEXICO 87031

JUN 17 '05 14:33 No.026 P.01

PURCHASE ORDER Page: 1
FOR SUPPLIES AND/OR SERVICES

IMPORTANT: INSTRUCTION FOR INVOICING AND SHIPPING

1. Our purchase order number must appear on all invoices and packages.
 2. Attach one copy of each invoice to your statement.
 3. All merchandise to be received F.O.B. LOS LUNAS, NEW MEXICO.
 4. Notify us immediately if you are unable to ship complete order.
 5. ANY CHANGES MUST BE APPROVED BY PERSON INITIATING P.O. NO EXCEPTIONS
- (ALL INSTRUCTIONS MUST BE COMPLIED WITH BEFORE PAYMENT CAN BE MADE.)

TO:

TOM CROWNEY
P.O. BOX 6157
ALBUQUERQUE NM 87197

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SHIP TO:

PLEASE SEND ONE COPY OF YOUR INVOICE WITH ORIGINAL BILL OF LADING

QUANTITIES	UNIT PRICE	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
		BACKHOE/FRONT END LOADER BID#579	410-79-2458	60900.00

DATE ISSUED	RECEIVED BY	EXPIRATION DATE
06122005		

Wilma Abril 6/17/05 TOTAL
AUTHORIZED SIGNATURE

This number must appear
on all invoices, shipping
labels and correspondence.

60900.00
47529

CERTIFICATES, MANUALS, AND WARRANTIES:

WHEN UNIT (S) ARE DELIVERED, THE BIDDER SHALL DELIVER TO THE ORDERING AGENCY (IF APPLICABLE):

- A) DOCUMENTS OF TITLE,
- B) CERTIFICATES OF ORIGIN,
- C) WARRANTY AND GUARANTEE CERTIFICATES,
- D) CERTIFICATIONS SPECIFIED IN THE CONTRACT,
- E) MANUALS SPECIFIED IN THE CONTRACT.

GUARANTEES AND WARRANTIES:

UNIT(S) FURNISHED HEREUNDER SHALL BE FULLY WARRANTED ON PARTS AND LABOR FOR A MINIMUM OF ONE (1) YEAR. ALL POWER TRAIN COMPONENTS SHALL BE FULLY WARRANTED FOR FIVE (5) YEARS OR 5,000 HOURS. ANY ADDITIONAL WARRANTIES AVAILABLE AS FACTORY STANDARD SHALL BE PROVIDED. NO DEDUCTIBLE SHALL APPLY DURING THE FIRST YEAR OF COVERAGE. THERE AFTER, DURING THE REMAINING WARRANTY PERIOD, A MAXIMUM DEDUCTIBLE OF \$100 PER OCCURRENCE SHALL APPLY.

POWER TRAIN COMPONENTS TO BE COVERED ARE:

ENGINE :

THE ENGINE, INCLUDING***ROCKER ARM COVER AND GASKET, CYLINDER HEAD AND GASKET, OIL PAN AND GASKET, INJECTION PUMP AND GASKET, FUEL INJECTORS, WATER PUMP AND GASKET, ENGINE BLOCK, RING GEAR AND FLYWHEEL, TIMING GEAR AND FLYWHEEL, TIMING GEAR COVER, FRONT AND REAR ENGINE SEALS, TURBOCHARGER AND GASKETS, FLYWHEEL HOUSING AND GASKET, AND ALL PARTS FULLY ENCLOSED WITHIN THE ABOVE COMPONENTS. MANIFOLD AND GASKETS, FRONT DAMPER, OIL COOLERS AND INTERCOOLERS, AND ENGINE THERMOSTATS.

TRANSMISSIONS AND TORQUE CONVERTERS:

ELECTRONIC AND /OR HYDRAULIC CONTROLS AND/OR VALVES, CLUTCH HOUSING (EXCEPT DRY CLUTCH DISC). TORQUE CONVERTER, REVERSER WITH CONTROL VALVE, SPLITTER DRIVE, TRANSFER DRIVE, DRIVE SHAFT WITH UNIVERSAL JOINTS. HYDROSTATIC TRANSMISSION, PUMP AND/OR MOTOR ASSEMBLIES (INCLUDING CONTROL VALVE, HOSES, AND LINES). PROPEL MOTOR, PUMP BRAKES AND THEIR CONTROL VALVES. SWING MOTOR AND BRAKE, SWING GEARBOX AND BEARINGS, ROTARY MANIFOLD, CONTROL VALVES FOR PROPEL AND SWING FUNCTIONS ONLY (NOT DIG FUNCTIONS).

FRONT AND REAR DIFFERENTIALS/AXLES:

AXLE(S) AND DIFFERENTIAL(S), FINAL DRIVE AND AXLES, WET STEERING BRAKES. WET BRAKES AND WET DISC PARKING BRAKES. MECHANICAL FRONT WHEEL DRIVE: DIFFERENTIAL/AXLE ASSEMBLY WITH ITS DRIVE SHAFT WITH UNIVERSAL JOINT AND CONTROL. HYDRAULIC FRONT WHEEL DRIVE: AXLE AND WHEEL DRIVE ASSEMBLY (INCLUDING THE DRIVE PUMP AND MOTOR, ELECTRONIC CONTROL, AND SOLENOID CONTROL VALVE AND DIVIDER VALVE). FRONT WHEEL DRIVE SENSORS (NOT WIRE HARNESSSES). PARK BRAKE PINON SHAFT AND BEARING QUILT AND BEARING, ON MOTOR GRADERS ONLY!

IT IS UNDERSTOOD THAT UNIT (S) OFFERED IN RESPONSE TO THIS REQUEST FOR BIDS WILL BE OF NEW DESIGN. IN THE EVENT THAT UNFORESEEN OPERATIONAL PROBLEMS OCCUR BECAUSE OF NEW DESIGN, THE MANUFACTURER SHALL WARRANT THAT IT WILL RETROFIT AT NO COST TO THE ORDERING AGENCY, ANY IMPROVEMENTS DEVELOPED TO CORRECT PROBLEMS OF REPEATED OR EARLY FAILURE IN MEETING ACCEPTABLE PERFORMANCE STANDARDS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF DELIVERY.

SERVICING:

UNIT(S) ORDERED UNDER THIS CONTRACT SHALL BE COMPLETELY SERVICED AND READY FOR OPERATION UPON DELIVERY.
SERVICE/REPAIRS, NON-WARRANTY:

THE SUCCESSFUL BIDDER SHALL ARRANGE TO PROVIDE A SERVICE FACILITY EMPLOYING FACTORY TRAINED SERVICE REPRESENTATIVES TO SERVICE THE EQUIPMENT AND ALL COMPONENTS DESCRIBED HEREIN (THIS MAY BE DONE ON A SUBCONTRACT BASIS). SERVICE SHALL BE PROVIDED TO THE USER AGENCY ON A PRIORITY BASIS.

UPON NOTIFICATION OF THE BIDDER OR DELIVERY OF UNIT TO HIS FACILITY, THE UNIT(S) WILL BE REPAIRED OR SERVICED WITHIN FIVE (5) WORKING DAYS. THIS PERIOD MAY BE EXTENDED AT THE USER'S OPTION ONLY FOR MAJOR REPAIRS SUCH AS ENGINE OR TRANSMISSION OVERHAULS. FAILURE TO COMPLETE REPAIRS WITHIN THE STIPULATED TIME, OR RECEIPT OF USER/OWNER WRITTEN CONCURRENCE FOR EXTENDING THIS TIME, MAY RESULT IN CONTRACT DEFAULT AND REMEDIES AS PRESCRIBED IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

WARRANTY REPAIRS:

WHILE UNITS(S) PROVIDED HEREUNDER ARE UNDER WARRANTY, ALL REPAIRS SHALL BE COMPLETED WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF UNIT (S). THIS PERIOD MAY BE EXTENDED AT THE USER'S OPTION AND SUCH EXTENSION SHALL BE DOCUMENTED IN WRITING. IN THE EVENT OF FAILURE TO PERFORM REPAIRS WITHIN FIVE (5) DAYS AND FAILURE TO RECEIVE APPROVAL FOR TIME EXTENSION. THE BIDDER SHALL PROVIDE REPAIRS AT NO COST TO THE STATE. ALL REPAIRS SHALL BE PERFORMED AT THE BIDDER'S PLACE OF BUSINESS OR OTHER

FACILITY OF HIS HER CHOICE DELIVERY OF UNIT(S) FOR REPAIR AND ALL COSTS ASSOCIATED THEREWITH SHALL BE THE USER'S RESPONSIBILITY.

PARTS AVAILABILITY:

ALL REPLACEMENT PARTS/COMPONENTS REQUIRED BY THE ORDERING AGENCY SHALL BE PROVIDED WITHIN FIVE (5) WORKING DAYS DURING THE WARRANTY PERIOD. THIS PERIOD MAY BE EXTENDED AT THE USER'S OPTION.

IN THE EVENT OF FAILURE TO PROVIDE PARTS/COMPONENTS WITHIN THE STIPULATED TIME OR RECEIPT OF USER/OWNER CONCURRENCE FOR EXTENDING THIS TIME, THE BIDDER SHALL PROVIDE THE REPLACEMENT PARTS/COMPONENTS AT NO COST TO THE USER/OWNER.

TRAINING:

THE BIDDER WILL BE RESPONSIBLE FOR PROVIDING A MINIMUM OF FOUR (4) HOURS OF SERVICE AND OPERATOR TRAINING OR AS MAY OTHERWISE BE REQUIRED UNDER THIS SPECIFICATION. TRAINING SESSION FORMAT(S), LENGTH(S), AND LOCATION(S) WILL BE MUTUALLY AGREED TO BETWEEN THE SELLER AND PURCHASER.

RESPONSIBILITY OF BIDDERS:

IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO SECURE WRITTEN QUOTATIONS ON PRICE AND DELIVERY FROM MANUFACTURERS MEETING THE GENERAL SPECIFICATIONS SET FORTH HEREIN. ONLY THOSE MANUFACTURERS, WHO CAN MEET DELIVERY DATES, SUCH AS TO PERMIT DELIVERY OF COMPLETELY ASSEMBLED UNIT(S) TO THE ORDERING AGENCY BY SPECIFIED DELIVERY DATE, SHALL BE CONSIDERED BY THE BIDDER. THE BIDDER MAY BE REQUIRED TO PROVIDE THE COUNTY WITH FIELD TEST RESULTS AND SURVEYS WHICH WILL SHOW CONCLUSIVELY:

- A) MAINTENANCE AND RELIABILITY EXPERIENCE OF UNITS IN SERVICE FOR AT LEAST ONE (1) YEAR.
- B) OTHER DATA ON ACTUAL PERFORMANCE OF EQUIPMENT, WHICH IN THE OPINION OF THE BIDDER, WILL ASSIST THE COUNTY IN SELECTING THE MOST EFFECTIVE COST EFFICIENT UNIT OFFERED BY THE BIDDER.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:

NO PAYMENT MADE UNDER THIS CONTRACT SHALL BE CONCLUSIVE EVIDENCE OF THE PERFORMANCE OF THE CONTRACT, EITHER WHOLLY OR IN PART, AND THAT NO PAYMENT MADE FOR THE DELIVERY OF THE ITEMS IN WHOLE OR IN PART SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS, NOR RELIEVE THE BIDDER FROM CORRECTIONS OF THE DEFECTS. THE FINAL ACCEPTANCE SHALL NOT BE BINDING UPON THE ORDERING AGENCY OR THE COUNTY NOR CONCLUSIVE, SHOULD IT SUBSEQUENTLY DEVELOP THE BIDDER HAD FURNISHED INFERIOR ITEMS OR HAD DEPARTED FROM THE SPECIFICATIONS AND/OR THE TERMS OF THE CONTRACT. SHOULD SUCH CONDITIONS BECOME EVIDENT, THE ACCEPTANCE AND PAYMENT, TO CAUSE THE ITEM(S) TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS (AND DRAWINGS IF ANY) AT THE COST AND EXPENSE OF THE BIDDER.

ORDER OF PREFERENCE:

IN THE EVENT OF CONFLICT BETWEEN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS AND THE SUPPLEMENTAL TERMS AND CONDITIONS, THE SUPPLEMENTAL TERMS AND CONDITIONS SHALL PREVAIL.

METHOD OF AWARD:

TO THE LOWEST RESPONSIBLE BIDDER MEETING OR EXCEEDING SPECIFICATIONS, TERMS AND CONDITIONS.

OPTIONS:

ALL ORDERED OPTIONS SHALL BE INSTALLED. THE ORDERING OF OPTIONS ONLY IS STRICTLY PROHIBITED!

ITEM	APPROX QTY	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	CONTRACT VENDOR
001	4.0	EA	BACKHOE LOADER NEW CURRENT PRODUCTION MODEL BID AS OPTIONS:		
			A) ADDITIONAL TECHNICAL MANUAL ADD \$850.00		
			B) ADDITIONAL PARTS BOOK ADD \$275.00		
			C) TECHNICAL MANUAL (CD ROM) ADD \$550.00		
			D) PARTS BOOK (CD ROM) ADD \$200.00		
			E) STANDARD DIPPER STICK (DEDUCT) (\$2,750.00)		
			F) ADDITIONAL VALUE AND CAB CONTROL FOR BOOM MOUNTED HYDRAULIC BREAKER COMPLETE WITH HOSES/LINERS AND QUICK COUPLER FITTINGS FOR A COMPLETE SYSTEM ADD \$2,500.00		
			H) FRONT SPARE WHEEL ADD \$750.00		
			I) REAR SPARE WHEEL ADD \$1,250.00		
			G)"CTT" LOADER BUCKET QUICK ATTACH FORKS (INSTALLED) ADD \$900.00		
			MAKE OFFERED..... John Deere		
			MODEL OFFERED 310SG		
			BASE PRICE PER UNIT \$68,900.00		